

GENERAL TERMS OF SALE AND SERVICES



Article 1- SCOPE OF APPLICATION

These General Terms of Sale and Service, or «GTC», apply to all sales and services carried out by the Seller, whatever the clauses that may appear on the documents or General Terms and Conditions of Purchase of the Customer.

These GTC are supplemented by the specific agreements concluded with the Clients. The Seller reserves the right to modify these General Terms and Conditions at any time.

Article 2- DEFINITION

In these General Conditions, each of the following terms defined shall be understood as defined:

Customer: means the Seller's co-contractor.

Seller: Means the company VFLI or its subsidiaries, (namely Gemafer SAS, IFEM SAS and CFDI SAS), performing an act of sale or service.

Goods: Any object identifying a part or material

Contract: refers to the agreement between the Seller and its Customer on the realization of any sale or service.

Party(s): Means the Seller and/or the Customer.

Article 3 - OPPOSABILITY

The signing of the Contract by the Parties or the fact that the Customer places an order implies its full and unreserved adherence to the entire Contract and these GCS

Article 4- CONTENT AND CONDITIONS OF SALES AND SERVICES

Sales are transactions by which a Good held by the Seller is transferred to the Customer in exchange for financial consideration.

Services are transactions by which a significant benefit or service in money is provided by the Seller to the Customer.

Article 5- CONDITIONS OF REGULATION

5.1- Billing: The rates applied are those in force at the time of the order.

5.2- Discounts: No discount is granted for advance payment.

5.3- Payment: The deadlines and payment terms are indicated in the invoice sent to the Customer.

5.4- Late payment: Interest on late payment is fixed on the basis of the latest refinancing rate of the European Central Bank plus 10 points.

5.5- Revision of prices: Subject to prior and reasoned information addressed to the Customer, the Seller reserves the right to revise its service prices at any time.

Article 6- DELIVERY OF THE GOODS OR EXECUTION OF THE SERVICE

6.1- Place: Deliveries of Goods and the performance of Services are made at the address indicated in the Contract.

6.2- Risk: The risks are borne by the buyer from the moment when the goods have left the premises of the Seller.

6.3- Deadlines: The delivery times of the goods are given for information only. The exceeding of the delivery deadlines by the Seller does not allow to terminate the Contract, nor to ask for penalties, except serious and characterized fault of the latter. Similarly, the Customer may not invoke the time limit for performance of the service to interrupt the Service Contract, claim damages or any other claim, unless expressly agreed in writing by the Seller.

When a schedule is agreed between the Parties in the order and the service delivery cannot be carried out within the specified time due to a fact or directive of the Customer, the entire service concerned will be invoiced to him within one year of the order

Article 7- GUARANTEES

All the goods supplied by the Seller benefit from the legal warranty of hidden defects provided for in articles 1641 and following of the Civil Code.

In case of non-conformity of a Merchandise sold, any, the complaints must be made by registered letter with acknowledgement of receipt to the following address:

CAPTRAIN, 6 rue d'Amsterdam, 75009 PARIS within thirty calendar days from delivery.

Article 8- OBLIGATIONS OF THE SELLER

Regarding the sale, the Seller undertakes to make the Goods physically available to the Customer.

Regarding the provision of services, the Seller is only bound to a means obligation. In this capacity, he shall use all necessary means and shall take all the care and diligence required to perform the services at his expense.

Article 9- OBLIGATIONS OF THE CLIENT

The Customer undertakes to provide the Seller with all the elements necessary for the successful completion of the sale and/or its service.

The Customer agrees to pay the price according to the payment terms provided

Article 10- PROPERTY RESERVE CLAUSE

The Seller remains the owner of the goods sold until the actual payment of the full price in principal and accessories.

Article 11- RESPONSIBILITY OF THE SELLER

In the event of proven fault on the part of the Seller, the latter shall be liable for any material damage caused to the customer in connection with the Sale or the performance of the service, and this within the limit of an amount of 250,000 € HT. In no case will the seller be obliged to compensate for any immaterial damage that may be caused to the customer.

Article 12- MAJOR FORCE

In the event of a force majeure event, neither Party shall be held liable to the other for any damage caused by delay or failure to perform its obligations, and the respective obligations of the Parties shall be suspended until the event of force majeure has ceased. The Party invoking force majeure shall inform the other Party of its decision as soon as possible and by any written means.

Strikes by staff of the Parties do not fall under force majeure.

Article 13- END OF CONTRACT

The Seller may, at any time, interrupt the provision of service or cancel the sale in case the Customer fails to comply with one of its substantial obligations, and in the event of its reorganisation or judicial liquidation.

The end of the Contract will take effect 15 days after the date of sending by the Seller a notice to the Customer that has not been effective and made by registered letter with acknowledgement of receipt. The Customer may not claim any sums from the Seller for any reason whatsoever due to the interruption of the service or the cancellation of the sale.

Any service started is due by the Client and will not be refunded.

The Seller may also seek compensation in court for all damages resulting from the Customer's failures

Article 14- SAFEGUARD CLAUSE

If, after the conclusion of the Contract, economic, political or technical circumstances, unforeseeable at the time of its formation, outside the will of the Parties, have the effect of disrupting the economic balance of the Contract between the Parties, the latter agree to consult each other within three months in order to establish new conditions satisfying them.

Failing to reach agreement within three months of the notification by the aggrieved Party to the other Party of the request for negotiation of new terms and conditions, the Party may terminate the Contract.

Article 15- TRANSFERS AND ASSIGNMENTS

The rights and obligations of the Contract may not be assigned and/or transferred without prior written agreement from the Seller.

Article 16- DISPUTES

The Agreement and these GTC are governed by French law.

In the event of a dispute, the Parties shall endeavour to find an amicable solution.

Any legal action that may arise in relation to the validity, the interpretation or execution of these GCS and the Contract shall be subject to the Paris Commercial Court